

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

GOTHAM INSURANCE COMPANY,

Plaintiff in Interpleader,

vs.

SHASTA TECHNOLOGIES, LLC,
INSTACARE CORP. and
PHARMATECH SOLUTIONS, INC.

Defendants in Interpleader.

AND RELATED COUNTER-CLAIM.

Case No.: 5:13-CV-03810-BLF

~~PROPOSED~~ ORDER RE PARTIAL
RELEASE OF INTERPLEADER
FUNDS

BEFORE THE HONORABLE BETH
LABSON FREEMAN

WHEREAS, the Parties in the captioned matter have now reached a settlement at the Mandatory Settlement Conference conducted by Judge Spero on August 23, 2016; and

WHEREAS, pursuant to the terms of the parties' Settlement it has been agreed and placed on the Record in open Court before Judge Spero that of the Interpleader Funds that have been deposited with the Court Interpleader Defendants Decision Diagnostics Corporation, fka InstaCare Corp., and PharmaTech Solutions, Inc. (hereafter collectively referred to as "PharmaTech") are to receive \$201,500.00; and

WHEREAS, liens have been placed on this amount to be distributed to PharmaTech by Knapp, Petersen & Clarke LLP (hereafter "Knapp Petersen") in the amount of \$38,500.00, and by Hunter, Salcido & Toms LLP in the amount of

\$450,000.00 (hereafter “Hunter Salcido”) (see Declarations of Andre Jardini, Esq., and Richard Salcido attached hereto as Exhibits A and B, respectively); and

WHEREAS, Knapp Peterson and Hunter Salcido have both signed Acknowledgements re Release of Interpleader Funds under which they have agreed that PharmaTech’s share of the Interpleader Funds may be released to the Client Trust Account of PharmaTech’s counsel, Baer & Troff LLP, and that said funds are to remain there until the lien claims have been resolved (true and accurate copies of said Acknowledgements are attached hereto as Exhibits C and D, respectively); and

WHEREAS, Hunter Salcido has agreed to compromise its lien upon the payment of \$20,000.00 from the Interpleader Funds (see Declaration of Richard Salcido, Esq., attached hereto as Exhibit B, *supra*); and

WHEREAS, there will be sufficient funds remaining from PharmaTech’s share of the Interpleader Funds, i.e., \$183,000.00 to more than satisfy even the maximum amount of Knapp Peterson’s lien; and

WHEREAS, it would be unfair to Hunter Salcido to make it wait to receive its \$20,000.00 distribution until the lien dispute between PharmaTech and Knapp Petersen is resolved;

NOW THEREFORE, based on the above, and GOOD CAUSE APPEARING IT IS ORDERED THAT:

1. The sum of \$201,500.00 is to be released from the Interpleader Funds via a check made payable to the Client Trust Account of Baer & Troff LLP;
2. That Baer & Troff LLP may thereafter distribute \$20,000.00 from said funds to Hunter Salcido; and that
3. The remainder of the disbursed Interpleader Funds, i.e., \$181,500.00, is to be held in Baer & Troff LLP’s Client Trust Account pending a resolution of the lien dispute between PharmaTech and Knapp Petersen, either by voluntary agreement, or further court proceedings; and

- 1 4. That upon such resolution, Baer & Troff LLP will so inform this Court
2 and apply for a supplemental order releasing the remainder of the
3 Interpleader Funds being held in Baer & Troff LLP's Client Trust
4 Account, if they have not been interplead into the Los Angeles County
5 Superior Court with the subsequent permission and Order from this Court.

6
7 DATED: UN] dAG, 2016


UNITED STATES DISTRICT COURT JUDGE

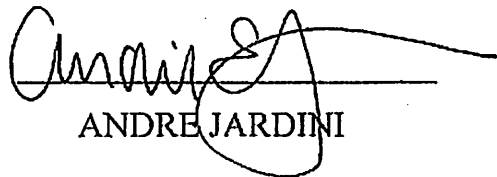
DECLARATION OF ANDRE JARDINI, ESQ.

I, ANDRE JARDINI, declare:

1. I am an attorney duly authorize to appear before all courts in the state of California. I have personal knowledge of all facts as stated in this Declaration. If called to testify, I could competently testify to the following.

2. I am a partner in Knapp, Petersen and Clarke, LLP, located at 550 N. Brand Ave., Ste. 1500, Glendale CA 91203-1904. California. (Hereafter "Knapp Petersen.") Per agreement with Interpleader Defendants Decision Diagnostics Corporation, fka InstaCare Corp. and PharmaTech Solutions, Inc. (hereafter collectively referred to as "PharmaTech") Knapp Petersen has lien for its past expert services rendered and costs advanced to PharmaTech in the amount of \$38,500.00 against the Interpleader Funds, if any, to be recovered by PharmaTech.

I declare under the penalty of perjury under the laws of the state of California that the forgoing is true and correct. Executed this 16th day of September 2016 at Glendale, California.


ANDRE JARDINI

DECLARATION OF RICHARD SALCIDO, ESQ.

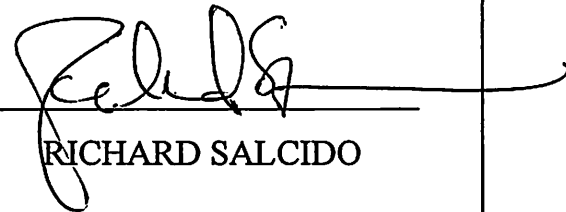
I, RICHARD SALCIDO, declare:

1. I am an attorney duly authorize to appear before all courts in the state of California. I have personal knowledge of all facts as stated in this Declaration. If called to testify, I could competently testify to the following.

2. I am a partner in Hunter, Salcido & Toms, LLP, located at 35 N. Lake Ave., Ste. 670, Pasadena, California. Hunter, Salcido & Toms, LLP had previously filed with this Court a lien for its past legal services rendered and costs advanced to Interpleader Defendants Decision Diagnostics Corporation, fka InstaCare Corp. and PharmaTech Solutions, Inc. (hereafter collectively referred to as "PharmaTech") in the amount of 450,000.00 against the Interpleader Funds, if any, to be recovered by PharmaTech.

3. Hunter, Salcido & Toms, LLP has now agreed with PharmaTech to compromise its lien upon payment of \$20,000.00 by PharmaTech from its share of the Interpleader Funds.

I declare under the penalty of perjury under the laws of the state of California that the forgoing is true and correct. Executed this 16 day of September 2016 at Pasadena, California.


RICHARD SALCIDO

ACKNOWLEDGEMENT RE RELEASE OF INTERPLEADER FUNDS

Pursuant to the terms of the settlement reached by PharmaTech Solutions, Inc. and Decision Diagnostics Corporation, fka InstaCare Corp., on the one hand (hereafter collectively referred to as "PharmaTech"), and Shasta Technologies, LLC, on the other hand, in the matter entitled *Gotham Insurance Company v. Shasta Technologies, LLC, et. al.*, Case No. 13-3810, filed in United States District Court for the Northern District of California (San Jose Division) (hereafter the "Interpleader Action"), lienholder Knapp, Petersen & Clarke, agrees that PharmaTech's share of the settlement funds in the amount of \$201,500.00 may be released by the Court in the Interpleader Action and deposited into the Client Trust Account of PharmaTech's counsel Baer & Troff LLP, located at Wells Fargo Bank, Account No. 8428360054. Knapp, Petersen & Clarke further acknowledges the Stipulation and Order of the Court that said funds in the Baer & Troff LLP Trust Account will not be disbursed unless and until an agreement is reached between PharmaTech, on the one hand, and all parties who have liens on PharmaTech's share of the settlement monies, on the other hand, or by subsequent court order resolving all lienholder claims.

The undersigned acknowledges and agrees to the above procedure, and makes this acknowledgment on behalf of Knapp, Petersen & Clarke.

DATED: 9/14, 2016

KNAPP, PETERSEN & CLARKE

By: 

ANDRE JARDINI

Its: Partner

ACKNOWLEDGEMENT RE RELEASE OF INTERPLEADER FUNDS

Pursuant to the terms of the settlement reached by PharmaTech Solutions, Inc. and Decision Diagnostics Corporation, fka InstaCare Corp., on the one hand (hereafter collectively referred to as "PharmaTech"), and Shasta Technologies, LLC, on the other hand, in the matter entitled *Gotham Insurance Company v. Shasta Technologies, LLC, et. al.*, Case No. 13-3810, filed in United States District Court for the Northern District of California (San Jose Division) (hereafter the "Interpleader Action"), lienholder Hunter, Salcido & Toms, LLP, agrees that PharmaTech's share of the settlement funds in the amount of \$201,500.00 may be released by the Court in the Interpleader Action and deposited into the Client Trust Account of PharmaTech's counsel Baer & Troff LLP, located at Wells Fargo Bank, Account No. 8428360054. Hunter, Salcido & Toms, LLP further acknowledges the Stipulation and Order of the Court that said funds in the Baer & Troff LLP Trust Account will not be disbursed unless and until an agreement is reached between PharmaTech, on the one hand, and all parties who have liens on PharmaTech's share of the settlement monies, on the other hand, or by subsequent court order resolving all lienholder claims.

The undersigned acknowledges and agrees to the above procedure, and makes this acknowledgment on behalf of Hunter, Salcido & Toms, LLP.

DATED: Sept 7, 2016

HUNTER, SALCIDO & TOMS, LLP

By: 

RICHARD SALCIDO

Its: Partner